

[DRAFTING NOTE: THIS FORM IS FOR USE WITH A MULTIFAMILY AFFORDABLE HOUSING (MAH) MORTGAGED PROPERTY WHERE AT LEAST ~~60~~50% OF THE UNITS SERVE RESIDENTS AT ~~60~~80% AMI OR LESS AND WHERE STEWARDS OF AFFORDABLE HOUSING FOR THE FUTURE OR SUCH OTHER ENTITY APPROVED BY FANNIE MAE HAS CERTIFIED THE MORTGAGED PROPERTY AND THE APPLICABLE SPONSOR.]

[DRAFTING NOTE: ~~A GUARANTOR MUST EXECUTE A GUARANTY OF NON-RECOURSE OBLIGATIONS (FORM 6015) TO GUARANTY THE OBLIGATIONS DESCRIBED BELOW IN THE NEW SUBSECTION OF 3.02(a).~~ PAYMENT GUARANTY (PRICING INCENTIVE RECAPTURE) (FORM 6020.PIR) MUST BE EXECUTED REGARDLESS OF THE PRICING AND UNDERWRITING TIER FOR THE MORTGAGE LOAN]

## EXHIBIT [ ]

### MODIFICATIONS TO MULTIFAMILY LOAN AND SECURITY AGREEMENT (Healthy Housing Rewards™ – Enhanced Resident Services™)

The foregoing Loan Agreement is hereby modified as follows:

1. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement.
2. The Definitions Schedule is hereby amended by adding the following new definitions in the appropriate alphabetical order:

“**Certified Sponsor**” means \_\_\_\_\_, which Service Provider means any resident service provider that has received an ~~ERS~~ CORES Certification.

“**CORES Certification**” means with respect to Certified Servicer Provider, a certification issued by SAHF confirming that such Person meets the minimum ERS criteria and standards established, maintained, and administered by SAHF for the applicable period, as such criteria or standards may be amended or superseded from time to time.

“**ERS**” means the Fannie Mae Multifamily Affordable Housing program that encourages multifamily affordable borrowers to provide enhanced resident services that promote the health and well-being of tenants.

“**ERS Certification**” means with respect to ~~either at the Mortgaged Property or a sponsor~~, a certification issued by SAHF confirming that ~~such the Mortgaged Property or sponsor~~ meets the minimum ERS criteria and standards established, maintained, and administered by SAHF for the applicable period, as such criteria or standards may be amended or superseded from time to time.

“ERS Pricing Incentive” means a [ ] basis point ( %) annual discount off the interest rate of the Mortgage Loan.

“ERS Recapture Payment” has the meaning set forth in Section [ ].03 (Healthy Housing Rewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup> – Recapture Payments).

“ERS Requirements” has the meaning set forth in Section [ ].02(b) (Healthy Housing Rewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup> – Covenants).

“Implementation Failure” has the meaning set forth in Section [ ].03 (Healthy Housing Rewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup> – Recapture Payments).

**“SAHF”** mean Stewards of Affordable Housing for the Future, or such other entity as may be identified by Lender from time to time.

3. Section 3.02(a) (Personal Liability Based on Lender’s Loss) of the Loan Agreement is hereby amended by adding the following subsection to the end thereof:

( [ ]) any failure of Borrower to comply with Section [ ].02 (~~Covenants Regarding—Healthy Housing Rewards~~Rewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup> – Covenants) that constitutes an Event of Default under Section 14.01(c)( [ ]) (Events of Default Subject to Extended Cure Period) of this Loan Agreement.

4. Section 14.01(a) (Events of Default – Automatic Events of Default) of the Loan Agreement is hereby amended by adding the following provisions to the end thereof:

( [ ]) failure to timely pay the ERS Recapture Payment pursuant to Section [ ].03 (Healthy Housing Rewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup> – Recapture Payments).

5. ~~4.~~ Section 14.01(c) (Events of Default Subject to Extended Cure Period) of the Loan Agreement is hereby amended by adding the following provision to the end thereof:

( [ ]) any failure by Borrower to comply with Section [ ].02 (~~Covenants Regarding—Healthy Housing Rewards~~Rewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup> – Covenants) of this Loan Agreement.

6. ~~5.~~ The following Article is hereby added to the Loan Agreement as Article [ ] (Healthy Housing RewardsRewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup>):

**ARTICLE [ ] – HEALTHY HOUSING  
REWARDSREWARDS™ – ENHANCED RESIDENT  
SERVICESSERVICES™**

**Section [ ].01 Representations and Warranties.**

The representations and warranties made by Borrower to Lender in this Section are made as of the Effective Date.

(a) ~~Both The Mortgaged Property and the Person named as the Certified Sponsor have~~has a valid ERS Certifications Certification and Certified Service Provider has a valid CORES Certification.

(b) ~~Certified Sponsor directly or indirectly Controls Borrower.~~

**Section [ ].02 Covenants.**

(a) ~~Borrower shall obtain a new ERS Certification with respect to the Mortgaged Property for each Loan Year. No later than thirty (30) days after the end of each Loan Year Borrower shall submit to SAHF all information required by SAHF to recertify the Mortgaged Property. Borrower shall deliver to Lender within seventy five (75) days following the end of each Loan Year a copy of such recertification.~~

(a) Borrower shall:

(1) submit to SAHF all information required by SAHF to maintain a continuously valid ERS Certification throughout the Loan Term; and

(b2) The Certified Sponsor must directly or indirectly Control Borrower cause any Certified Service Provider to maintain a continuously valid CORES Certification throughout the Mortgage Loan Term.

(c) ~~Borrower shall cause the Certified Sponsor to renew its ERS certification every five (5) years, such that it remains continuously certified throughout the Mortgage Loan term.~~

\_\_\_\_\_  
Borrower Initials

(b) Borrower shall include with each annual certification submitted in accordance with Section 8.02(b)(2)(E) the following: (1) the ERS Certification, (2) evidence of a current CORES Certification, and (3) a written certification that

Borrower has otherwise satisfied all covenants in this Section [ ] .02 (Healthy Housing Rewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup> – Covenants) (the “ERS Requirements”) since the later of the Effective Date and the last annual certification delivered to Lender.

**Section [ ] .03 ERS Recapture Payments.**

For and in consideration of Borrower agreeing to implement the ERS Requirements, Lender has granted Borrower an ERS Pricing Incentive over the Loan Term. If any representation in Section [ ] .01 (Healthy Housing Rewards<sup>TM</sup> – Enhanced Resident Services<sup>TM</sup> – Representations and Warranties) is untrue when made or for any calendar year that the ERS Requirements are not satisfied which failure constitutes an Event of Default under this Loan Agreement (an “Implementation Failure”), Borrower shall reimburse Lender, within ten (10) days after written demand, (a) the ERS Pricing Incentive for such calendar year (as calculated by Lender) plus (b) in connection with the first ERS Pricing Incentive repayment, any and all additional incentives, discounts, rebates, costs, expenses and fees provided by Lender or incurred by Lender in connection with the granting of such ERS Pricing Incentive (collectively, the “ERS Recapture Payment”). Payment of the ERS Recapture Payment shall cure any default related solely to an Implementation Failure occurring during the prior calendar year.

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<b>Intelligent Table Comparison:</b> Active	
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